

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA)
)
 v.) COMPLAINT NO. 04CR0001685
)
ROGELIO GARCIA)

AGREEMENT TO FORFEIT PROPERTY

We, the undersigned, acknowledge pursuant to 18 U.S.C.
§3142(c)(2)(K), in consideration of the release of the defendant,
that we and our personal representatives jointly and severally
agree to forfeit to the United States of America the following
property (hereinafter referred to as the "property"):

63 Durso Avenue
Malden, MA

and there has been posted with the Court the following indicia of
our ownership of the property:

Deed
Certificate of Title

We further declare under penalties of perjury that we are
the owners of the property described above and that the property
described above is not subject to any lien, encumbrance, or claim
of right or ownership except our own, that imposed by this
agreement, and those listed below:

Mortgage for \$199,862.65 minus recent mortgage payments.
Sears Roebuck and Co. Lien for \$2,961.06
Great Lake Collection Bureau for \$4,090.10

We further declare under pains and penalties of perjury that we will not alienate, further encumber, or otherwise willfully impair the value of our interest in the property.

The conditions of this agreement are that the defendant, Rogelio Garcia, is to appear before this Court as ordered and is to fully comply with each and every condition of release as set forth in the Order of Release appended hereto. The defendant and the sureties who are executing this Agreement hereby state that they have reviewed and understand the contents of each paragraph of the appended Order, that they fully understand that any violation of any condition of said Order would result, upon a judicial finding of such violation, in the Court's having the power to forfeit the entirety of the property that has been pledged as collateral for Mr. Garcia's release and to order the forfeiture of the property that Jose and Gladys Barboza have personally pledged as a condition of release.

It is agreed and understood that this is a continuing agreement (including any proceedings on appeal or review) which shall continue until such time as the undersigned are exonerated or bail is ordered returned by the Court.

If the defendant appears as ordered or notified and otherwise obeys and performs the foregoing conditions of this agreement, then this agreement is to be void, but if the defendant fails to obey or perform any of these conditions, the

property described in this agreement shall immediately be forfeited to the United States. Forfeiture under this agreement for any breach of its conditions may be declared by any United States District Court having cognizance of the above-entitled matter at the time of such breach, and if the property is forfeited and if the forfeiture is not set aside or remitted, judgment may be entered upon motion in such United States District Court against each debtor jointly and severally for forfeiture of the property together with interest and costs, and execution may be issued and the property secured as provided by the Federal Rules of Criminal Procedure and any other laws of the United States of America.

This agreement is signed on June 4th, 2004, at Boston Massachusetts.

Defendant: Rogelio Garcia
Rogelio Garcia,

Owners: Jose Garcia
Jose Garcia
63 Durso Avenue, Malden, MA

Gladys Barboza
Gladys Barboza
63 Durso Avenue, Malden, MA

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

June 4TH, 2004

Before me personally appeared Jose Barboza and acknowledged the foregoing to be his free act and deed.



NOTARY PUBLIC
My Commission Expires: 11/19/2007

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

June 4TH, 2004

Before me personally appeared Gladys Barboza and acknowledged the foregoing instrument to be his free act and deed.


NOTARY PUBLIC
My Commission Expires: 11/19/2007

Approved:


Judicial Officer